

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 Company, Ltd., Randolph Street, Newton, Auckland.  
 Aotea Cordial Company, 7 Nelson Avenue, Auckland.  
 Barry, D. G., Gisborne.  
 Clarke, C. A., and Son, Limited, Rotorua.  
 Fruit Juices, Limited, 7 Nelson Avenue, Auckland.  
 Grey and Menzies, Ltd. (Head Office), Eden Crescent, Auckland.  
 Ideal Mineral Water and Cordial Company, Water Street, Onehunga, Auckland.  
 Innes, C. L., and Company, Limited, Khyber Pass Road, Auckland.  
 Wai Wai, Limited, Great North Road, Grey Lynn, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Boyd and McCrone, Gis Terrace, Opunake.  
 Hawera Mineral Water Company, Limited, 68 Argyle Street, Hawera.  
 Pike and Waters, Courtenay Street, New Plymouth.  
 Taranaki Brewery and Cordials Company, Limited, New Plymouth.  
 Wolf Bros., Limited, Codelia Street, Stratford.

WELLINGTON INDUSTRIAL DISTRICT

Kempthorne, Prosser, and Company, Limited (N.Z.), Victoria Street, Wellington.  
 McIlraith, J., and Company, Limited, 142 Willis Street, Wellington.  
 Osborne Manufacturing Company, Limited, Howes Lane, Wellington.  
 Phoenix Aerated Water Company, Limited, 10 Mulgrave Street, Wellington.  
 Sharland and Company, Limited, Dixon Street, Wellington.  
 Star Aerated Water Company, 7 Hutt Road, Petone.  
 Thompson, Lewis, and Company, Limited, 103 Tory Street, Wellington.

*Wanganui*

Holder, N. T., Wellington Road, Marton.  
 Johnson, J. H., Tui Street, Taihape.  
 Wanganui Aerated Water Company, 112 Hill Street, Wanganui.

*Wairarapa*

Huia Aerated Water Company, Limited, Bannister Street, Masterton.  
 Neill and Moore, Chapel Street, Masterton.

*Manawatu*

Carson, J. H., and Company, 14 Grey Street, Palmerston North.  
 Dixons, Limited, Fitzherbert Avenue, Palmerston North.  
 Foxton Cordial Company, Limited, Whyte Street, Foxton.  
 O'Connor, M., Oxford Street, Levin.  
 Standard Brewery, Featherston Street, Palmerston North.  
 Stevens, C. H., 31 Gladstone Street, Feilding.

*Hawke's Bay*

Barden, W., Frederick Street, Hastings.  
 Cokers Cordial (G. H. Withers), Post Office Box 4, Wairoa.  
 Denne, T. C., Takapuna Road, Waipukurau.  
 Huia Aerated Water Company, Tennyson Street, Dannevirke.  
 Long and Barden, 120 Vigor Street, Napier.  
 Newbegin, E., Hastings Street, Hastings.

## MARLBOROUGH INDUSTRIAL DISTRICT

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

## NELSON INDUSTRIAL DISTRICT

Nelson Breweries, Limited, Post Office Box 29, Nelson.

## WESTLAND INDUSTRIAL DISTRICT

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

## CANTERBURY INDUSTRIAL DISTRICT

Ballins Breweries, Limited, 9 Byron Street, Christchurch.  
 Cairns, T., Colombo Street, Christchurch.  
 Clarke, D. C., Temuka.  
 Cordials, Limited, Timaru.  
 Kempthorne, Prosser, and Company, 136 High Street, Christchurch.  
 Sharpe Bros., 309A Barbadoes Street, Christchurch.  
 Sunkist Cider Company, Loburn.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 June, 1950, 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 1st day of June, 1949.

[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 employer's 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 hours of work shall be eight per day and forty 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: Provided that the day's work shall not exceed eight hours.

(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.

### *Wages*

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

	Per Week.
	£ s. d.
Working foreman .. .. .	7 10 0
Cordial and syrup makers .. .. .	7 5 0
Bottlers, attending carbonating machines, and casemakers .. .. .	6 17 0
All others .. .. .	6 15 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 3s. 6d. per hour.

(d) All wages and overtime shall be paid in cash not later than Thursday in each week and during working hours, and not more than two days' wages shall be kept in hand.

### *Juniors*

4. (a) The following shall be the minimum rate of wages payable to juniors:—

	Per Week.
	£ s. d.
Under 17 years .. .. .	2 4 6
17 to 17½ years .. .. .	2 9 0
17½ to 18 years .. .. .	2 16 0
18 to 19 years .. .. .	3 9 0
19 to 20 years .. .. .	4 2 6
20 to 21 years .. .. .	4 16 0
Thereafter .. .. .	6 15 0

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

*Overtime*

5. (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 three hours and double time for any excess beyond three hours, except for Saturday morning when the rate shall be time and a half for the first four hours and double time thereafter: Provided that a minimum of four hours shall be paid for any work done on Saturday morning.

(b) Overtime shall be calculated daily.

(c) 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 two hours' overtime.

*Holidays*

6. (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) Should any of the holidays mentioned in subclause (a) hereof, except Anzac Day, fall on a Saturday or a Sunday, such holiday shall be observed on the next working day.

(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 four 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*

7. (a) When a worker is called back to work overtime and notice of requirement to work overtime has not been given on the previous working-day, 2s. 6d. tea-money shall be paid.

(b) 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.

### *General Conditions*

8. (a) Where it is necessary, the employer shall provide each worker employed in wet or damp places with suitable footwear and aprons and oilskins for outside work.

(b) Suitable mess room and change room (to be kept separate) shall be provided for the use of the workers.

(c) As provided in the Factories Act, 1946, adequate heating shall be provided in winter, in the factory and mess room.

(d) Leather, rubber, or canvas aprons shall be provided for workers employed in handling or stacking cases.

(e) Where workers are required to wear gumboots continuously they shall be paid an allowance of 2s. per week in addition to their ordinary wages.

(f) Washing, drying, and heating facilities shall be provided in accordance with the provisions of the Factories Act, 1946.

### *Termination of Employment*

9. 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*

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

### *Disputes*

11. 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 or difference 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.

*Right of Entry Upon Premises*

12. (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.

*Workers to be Members of Union*

13. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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*

14. (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.

#### *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 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*

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

#### *Term of Award*

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 27th day of April, 1949, 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 June, 1950.



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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 1st day of June, 1949.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

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