

OTAGO AND SOUTHLAND AERATED-WATER EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Otago and Southland Brewery, Bottling Houses and Aerated Waters Industrial Union of Workers (hereinafter called “the union”) and the undermentioned firms and companies (hereinafter called “the employers”):

Hemsley Bros., 812 King Street, Dunedin.

Lanes Ltd., King Street, Dunedin.

Thomsons Ltd., 23 Police Street, Dunedin.

Thomsons Ltd., Aerated Water Manufacturers, Invercargill.

West, T., and Co. Ltd., 2 Moreau Street, St. Kilda, Dunedin.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 30th day of September 1960 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 22nd day of May 1959.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the cordial and aerated-water manufacturing industry.

Hours of Work

2. The ordinary hours of work shall not exceed 40 per week nor eight per day and shall be worked between 8 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

Overtime

3. (a) All time worked in any one day outside or in excess of the hours prescribed in clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter, excepting that on Saturday morning four hours may be worked at time and a half rates.

(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.

Wages

4. (a) The wages of adult male workers shall be not less than £10 10s. per week.

(b) Casual workers employed for less than one week shall be paid not less than 5s. 3d. per hour.

Employment of Youths

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

	Per Week		
	£	s.	d.
Up to 19 years of age	6	0	0
19 to 20 years of age	7	0	0
20 to 21 years of age	8	0	0

Thereafter the rate provided for adult workers.

(b) The proportion of juniors to adults shall not exceed one junior to every three adult workers or fraction of three.

Increase in Rates of Remuneration

6. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term “remuneration” means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Holidays

7. (a) The following shall be the recognised holidays which shall be paid for: Christmas Day, Boxing Day, New Year’s Day, the day following New Year’s Day, Good Friday, Easter Monday, Labour Day, Anzac Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

(b) If any of the foregoing holidays, except Anzac Day, falls on a Saturday or on a Sunday, the holiday shall be observed on the following day or days.

(c) All work performed on any of the above-mentioned days shall be paid for at double ordinary rates in addition to the payment for the holiday.

(d) Holidays shall be allowed in accordance with the Annual Holidays Act 1944.

Payment of Wages

8. (a) Wages shall be paid in cash weekly in the employer’s time not later than Thursday, unless Thursday is a bank holiday.

(b) The employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wages except for time lost through the worker’s sickness or default or through accident not arising out of or in the course of his employment.

Termination of Employment

9. One week’s notice of the termination of engagement of any worker, except casuals, shall be given by the employer or the worker, as the case may be, but this shall not affect the right of any employer to discharge a worker for good cause.

General Conditions

10. (a) If required, suitable mitts and masks shall be supplied to workers engaged in bottling and labelling aerated waters, and oilskin aprons to workers engaged in bottle-washing and bottling non-aerated liquids. Clogs or other suitable footwear shall be supplied to workers in wet places. If required, accommodation shall be provided for workers’ clothes.

- (b) Aprons or overalls shall be supplied as required.
- (c) Ten minutes' break shall be allowed each morning and afternoon.
- (d) A fully equipped first-aid outfit shall be kept in each factory in an accessible place.

Meal Money

11. Meal-money at the rate of 4s. shall be allowed in all cases where notice of overtime is not given to the worker on the day previous. This provision shall not apply in the case of a breakdown of machinery. The meal-money provided for herein shall not be subject to the increase specified in clause 6.

Matters Not Provided For

12. Any dispute in connection with any matter 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 local 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 14 days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

13. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 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 14 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 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 district to which this award relates.

Scope of Award

16. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award

17. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 23rd day of April 1959, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of September 1960.

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 22nd day of May 1959.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

This award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.