
**NEW ZEALAND (EXCEPT OTAGO AND SOUTHLAND) CARBONATED-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 1954; and in the matter of an industrial dispute between the New Zealand (except Otago and Southland) Brewers, Bottlers, Bottlewashers and Aerated Water Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

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

Eastern Bottling Co. Ltd., Gisborne.

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

Innes, C. L., and Co. Ltd., Khyber Pass Road, Auckland.

Northern Bottling Co. Ltd., 310 Great North Road, Auckland.

TARANAKI INDUSTRIAL DISTRICT

Boyd and McCrone, Gis Terrace, Opunake.
 Pike and Waters, Courtenay Street, New Plymouth.
 Taranaki Brewery and Cordials Co. Ltd., New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Kempthorne, Prosser and Co. Ltd. (N.Z.), Victoria Street, Wellington.
 McIlraith, J., and Co. Ltd., 142 Willis Street, Wellington.
 Phoenix Aerated Water Co. Ltd., 10 Mulgrave Street, Wellington.
 Schweppes Ltd., Hutt Park Road, Lower Hutt.
 Sharland and Co. Ltd., Dixon Street, Wellington.
 Star Aerated Water Co., 7 Hutt Road, Petone.
 Thomson Lewis and Co. Ltd., 103 Tory Street, Wellington.

WANGANUI

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

WAIRARAPA

Huia Aerated Water Co. Ltd., Bannister Street, Masterton.

MANAWATU

Dixons Ltd., Fitzherbert Avenue, Palmerston North.
 Foxton Cordial Co. Ltd., Whyte Street, Foxton.
 O'Connor, M., Oxford Street, Levin.
 Stevens, G. H., 31 Gladstone Street, Feilding.

HAWKE'S BAY

Barden, W., Frederick Street, Hastings.
 Cokers Cordial (G. H. Withers), P.O. Box 4, Wairoa.
 Huia Aerated Water Co., Tennyson Street, Dannevirke.
 Long and Barden, 120 Brown Street, Napier.

MARLBOROUGH INDUSTRIAL DISTRICT

Collie, W., and Co., Nelson Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Nelson Breweries Ltd., P.O. Box 29, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Boustridge and Hall, Greymouth.
 Grogan Bros., Greymouth.
 Reynolds, E. E., Westport.
 Thomas, C. H., Westport.

CANTERBURY INDUSTRIAL DISTRICT

Alexander, C. R., and Co., 68 Hilton Street, Kaiapoi.
 Ballins Industries Ltd., 9 Byron Street, Christchurch.
 Kempthorne, Prosser and Co., 136 High Street, Christchurch.
 Maunders Cordials, 176 High Street, Rangiora.
 Quill Morris Cowles Ltd., 13-19 Dundas Street, Christchurch.
 Quill Morris Cowles Ltd., Timaru.
 South Canterbury Wine and Spirit Co., Timaru.
 Southern Bottling Co., 91 Orbell 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 31st day of December 1964 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 5th day of December 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Interpretations

1. (a) This award shall apply to all workers covered by the provisions hereof who are employed at work in connection with the carbonated-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 case maker 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 40 per week.

(b) In the case of male workers 16 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) For the purpose of this award a "shift worker" shall be deemed to be a worker who is employed outside of the hours prescribed in subclause (b) of this clause.

Wages

3. (a) The minimum rates of pay for male workers over the age of 21 years shall be:

	Per Week		
	£	s.	d.
Working foreman	13	15	0
Cordial and syrup makers	13	5	0
Bottlers, attending carbonating machines, and case makers	12	12	6
All other workers	12	10	0

(b) The minimum rates of pay for female workers over the age of 21 years shall be:

	Per Week		
	£	s.	d.
Cordial and syrup makers	11	17	6
Bottlers, attending carbonating machines	11	7	0
All other workers	11	4	0

(c) 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.

(d) Casual workers shall be paid not less than 6s. 4d. per hour.

(e) 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.

Employment of Juniors

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

	Per Week		
	£	s.	d.
18 to 18½ years of age	7	5	0
18½ to 19 years of age	7	12	6
19 to 19½ years of age	8	2	6
19½ to 20 years of age	8	15	0
20 to 20½ years of age	9	7	6
20½ to 21 years of age	10	2	6

Thereafter the rate provided for adult workers.

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

Shift Work

5. Shifts may be worked:

(a) Eight consecutive hours shall constitute a shift and 40 hours a week's work.

Where a worker is required to work for less than four shifts in any one week, such worker shall be paid at overtime rates: Provided that a worker may be employed to relieve a shift worker so long as he is paid not less than the shift rates. Workers employed on shifts shall be paid the sum of 9d. per hour in addition to the ordinary wage.

(b) All time worked in excess or outside of the ordinary shift hours shall be paid for at overtime rates, as prescribed in clause 6 hereof.

(c) Workers on shift work shall be allowed at least 20 minutes' crib time during each shift without deduction from pay.

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 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.

(d) Any worker called back to work overtime from Monday to Friday inclusive shall be paid a minimum of three hours' overtime pay.

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, 2 January, 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) of this clause, 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) Subject to the provisions of section 28 (2) of the Factories Act 1946 as amended by section 6 of the Factories Amendment Act 1956, the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause.

(e) Notwithstanding anything contained in subclause (c) of this clause, should a worker be required to work on 2 January he shall receive ordinary time rates for time so worked and one additional day's holiday with his annual holiday.

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

Meal Money and Interval

8. (a) When a worker is required to work overtime and notice of requirement to work overtime has not been given on the previous working day 5s. 2d. tea money shall be paid.

(b) Workers shall be permitted to have a break of 10 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

9. (a) Any worker required to enter a washing machine or cylinder for the purpose of cleaning shall be paid 7s. 6d. in addition to his ordinary wage and shall be allowed not less than five minutes for washing.

"Enter" means to have at least the body inside the machine or cylinder.

(b) Adequate facilities shall be provided for workers to wash. Hot water showers and a drying room shall be provided where necessary.

(c) The employer shall provide each worker employed in wet or damp places with suitable boots and aprons and, if necessary, oilskins for outside work.

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

- (e) Adequate heating shall be provided in winter in the factory and mess room.
- (f) Where workers are required to wear gumboots continuously they shall be paid an allowance of 3s. per week in addition to their ordinary wages.
- (g) Leather, rubber, or canvas aprons shall be provided for workers employed in handling or stacking cases. Female workers shall be provided with smocks.
- (h) Any worker who, on the coming into force of this award, is in receipt of higher rates of wages than set out herein shall not have his wages reduced whilst in his present employment.

Termination of Employment

10. 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

11. (a) 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.
- (b) Each worker shall be entitled to a statement showing details of his earnings for each pay period and any deductions therefrom.

Disputes

12. 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 14 days after such decision has been made known to the party desirous of appealing.

Right of Entry Upon Premises

13. (a) The secretary or other authorised 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) It is a condition of employment under this award that the worker shall pay all union dues to the employer, who shall remit them to the appropriate branch of the union. By arrangement with the worker the employer may deduct union dues from the wages of the worker.

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

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 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

16. 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 districts to which this award relates.

Scope of Award

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

Term of Award

18. 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 1st day of December 1962, 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 31st day of December 1964.

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 5th day of December 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award embodies the terms of the memorandum of partial settlement arrived at in Conciliation Council and the subsequent agreement of the representatives of the parties upon matters which were referred to the Court for settlement.

The award includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the memorandum of partial settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that an unqualified preference provision has been agreed to by all the assessors, and clause 14 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.
