

**NELSON BREWERS, MALTSTERS, BOTTLERS, BOTTLE-WASHERS,  
AND AERATED-WATER WORKERS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of November, 1941, between Messrs. Harley and Sons, Brewers, Bottlers, and Maltsters, Nelson; Messrs. J. R. Dodson and Son, Brewers, Bottlers, Maltsters, and Aerated-water Manufacturers, Nelson; Messrs. Gormans, Ltd., Aerated-water Manufacturers, Nelson; and Estate of George Hogg, Maltsters, Nelson, of the one part, and the Nelson Brewers, Maltsters, Bottlers, and Bottle-washers and Aerated-water Employees' Union of Workers, on the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule.

SCHEDULE.

*Hours of Work.*

1. (a) The hours of work in breweries and bottling-stores shall be forty per week all the year round. The hours of work in aerated-water factories shall be thirty-six per week from 1st May to 31st October, and forty-four per week from 1st November to 30th April.

(b) The hours of work for maltsters' labourers shall be forty-four per week.

*Wages.*

2. (a) The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
Maltsters' labourers .. .. .	4	17	6
Brewery labourers .. .. .	4	15	0
Machine bottlers .. .. .	4	15	0
Bottle-house labourers .. .. .	4	10	0
Aerated-water-factory labourers .. .. .	4	10	0
Bottle-washers .. .. .	4	10	0

(b) All wages shall be paid in cash on Friday each week, overtime being paid up to the same Friday morning. In each case wages shall be paid in working-hours.

(c) Employers shall have the right to transfer workers from any one department to another as the exigencies of the manufacture may require.

(d) The man engaged on firing the boiler while brewing is being carried on shall be entitled to a payment of 6d. per

hour extra over the rate of the brewery labourer while engaged in such work, with a limit of four hours for each brew.

*Casual Workers.*

3. Workers in breweries, bottling-stores, and aerated-water factories shall be deemed casual workers if they shall not be employed continuously for more than four months, and they shall be paid at the rate of £4 6s. per week. Daily casuals shall receive 2s. 2d. per hour.

*Employment of Youths.*

4. (a) Youths may be employed at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
For the first six months .. ..	1	2	6
For the second six months .. ..	1	7	0
For the third six months .. ..	1	11	6
For the fourth six months .. ..	1	16	0
For the fifth six months .. ..	2	0	6
For the sixth six months .. ..	2	5	0

Thereafter an annual increase of 10s. per week until twenty-one years of age, when the minimum rate shall be paid.

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

5. All the rates of wages set out in this agreement are to be increased by 5 per cent., this being the increase given by the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940.

*Deductions.*

6. No deduction shall be made from wages for any of the holidays named herein, but time lost by a worker through his illness or absence from work through no fault of the employer may be deducted from his wages.

*Overtime.*

7. (a) Except as herein otherwise provided, the overtime rates to be paid to workers employed outside the hours prescribed in clause 1 hereof shall be as follows: Time and a half for the first four hours and double time thereafter. Each day shall stand by itself.

(b) Brewery hands usually required to start work before the ordinary time of commencing work shall be paid 5s. per week extra; overtime rates shall commence after the ordinary day's work has been completed.

(c) Overtime rates payable to maltsters' labourers shall be in accordance with the provisions of the Factories Act, 1921-22, and its amendment.

#### *Holidays.*

8. (a) The following holidays shall be allowed without any deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and birthday of the reigning Sovereign.

(b) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

(c) If any holiday falls on a Sunday, the day following shall be observed as the holiday.

(d) All workers shall be entitled to one week's holiday on full pay at the end of each year of service, such holidays not to be taken during the months of November, December, January, or February, except in the case of a maltster's labourer, who shall take his holiday at the end of the malting season. Should an employee leave during the year he will be entitled to one half-day's pay or holiday for each month of service given during that year.

#### *General Conditions.*

9. (a) Men working under excessive heat shall be allowed reasonable time before restarting work in a cold temperature.

(b) All workers employed at wet work shall, where necessary, be provided with clogs and leggings at intervals of twelve months, and waterproof aprons at intervals of six months.

(c) First-aid chests shall be provided in all breweries, bottling-stores, and aerated-water factories.

#### *Time and Wages Book.*

10. Each employer shall keep and enter or cause to be kept entered up a book containing the name of each worker to whom this award applies, the class of work performed by and the wages paid to each worker, and the time during which he has been employed.

*Collection of Moneys.*

11. No employer shall place any obstacle in the way of any representative of the union in the collection of moneys due, provided that such collection shall not take place oftener than once a week and at a time to be mutually agreed upon by the employer and the secretary of the union.

*Terms of Engagement.*

12. Unless otherwise agreed, for workers with under twelve months' service, forty-eight hours' notice, and for workers with over twelve months' service, one week's notice, shall be given by the employer or worker; but this shall not affect the right of any employer to summarily dismiss any worker for good cause.

*Extension of Hours under Factories Act.*

13. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by such award.

*Matters not provided for.*

14. 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 Inspector of Awards or any other person mutually agreed upon by the parties, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector or such other person appointed to act, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*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 thereto.

(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) 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.)

*Scope of Agreement.*

17. This agreement shall operate throughout the Nelson Industrial District.

*Term of Agreement.*

18. This agreement shall come into force on the 1st day of November, 1941, and continue in force until the 31st day of October, 1943.

This industrial agreement is signed by the parties thereto as hereunder.

For the employers—

Harley and Sons:

HARLEY SONS.

J. R. Dodson and Son:

J. R. DODSON AND SON, LTD.

Gormans Ltd.:

J. A. HARLEY }  
W. J. FORSYTH } Directors.

Estate of George Hogg:

Public Trustee as Executor,

W. J. FORSYTH, District Public Trustee.

For the Union—

R. F. SWENSSON, President of the Union.

WM. R. BUNKER, Secretary of the Union.

A. C. WILSON, Member of the Union.