

(7681.) AUCKLAND SUGAR-REFINERY EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Birkenhead Sugar-works Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Colonial Sugar-refining Company (Limited), Auckland.

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 from the 7th day of January, 1924, and shall continue in force until the 7th day of January, 1926, and thereafter as provided by subsection (1) (*d*) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 20th day of December, 1923.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) Except as hereinafter provided, forty-four hours shall constitute a week's work.

(*b.*) Except in the case of shiftmen the ordinary working-hours shall be as follows, viz.: From Monday to Friday (both inclusive), eight hours, to be worked between 7.25 a.m. and 5 p.m.; and on Saturdays, between 7.25 a.m. and 12 noon.

(*c.*) Shiftmen shall work in eight-hour shifts, except on Saturdays, when they shall work four hours.

(*d.*) Four washhouse workers may be required to commence work at 6.30 a.m., provided the daily number of hours is not exceeded, and provided that no worker who resides on the south side of the Waitemata Harbour shall be required to commence work before the usual hour.

Overtime.

2. (a.) All time worked outside or in excess of the hours hereinbefore specified shall be deemed to be overtime, and, subject as hereinafter mentioned, shall be paid for at the rate of time and a half for the first four hours, and thereafter double time.

(b.) For the purpose of arranging shifts, more than four hours may, by mutual arrangement, be worked on Saturdays by shiftmen without payment of overtime.

(c.) All overtime shall be calculated daily.

Rates of Wages.

3. (a.) The following shall be the minimum rates of wages for the respective workers hereinafter mentioned, viz. :—

	Per Week.		
	£	s.	d.
Boiler-firemen (high pressure)	4	13	0
Boiler-firemen (low pressure)	4	10	0
Char end	4	10	0
Trimmers	3	19	0
Liquor-runners	4	10	0
Liquor-runners (assistant)	3	17	0
Char-emptiers	4	3	6
Char-levellers	4	7	0
Panmen's assistants	3	17	0
Centrifugals	4	7	0
1A drier attendants	3	17	0
Scalemen	4	3	6
Tallymen	4	6	0
Tallymen (assistant)	4	0	0
Palm and needle men	3	17	0
Automatic-machine men	3	19	6
Automatic-machine men (in charge)	4	6	6
Lighter-stowers	4	2	0
Lighter-dischargers and deck hands	3	17	0
Lightermen in charge of lighters (for forty-eight-hour week)	4	12	0
Lime and paste men	4	3	6
Jelly fugal men	4	0	6
Raw-store workers	3	19	6
Washhouse workers	4	2	0
Filters	4	2	0
Blow-ups and melters	4	2	0
General yard hands	3	17	0
Greasers	4	4	0
Sack-repairers	3	17	0
Bagmakers	3	17	0
Syrup-house	3	17	0
Watchmen (for fifty-one-hour week of six days)	3	17	0
All other adult workers not covered by any award	3	17	0

(b.) Casual watchmen are not covered by this award.

(c.) Time lost through sickness or default, or for holidays (except as hereinafter provided), shall not be paid for.

(d.) Workers who were known as "shift spreaders" in 1921 and are still working as such shall receive the same margin over and above the minimum wage in this award as they were receiving in July, 1921.

Holidays.

4. (a.) The following shall be recognized holidays: Christmas Day, Boxing Day, New Year's Day, Picnic Day, Good Friday, Easter Monday, Labour Day, Anniversary Day, and Sovereign's Birthday.

(b.) For work done on Sunday, Anzac Day, Christmas Day, and Good Friday double time shall be paid; and for work done on the other holidays mentioned in the preceding subclause, time and a half.

Male Junior Labour, all Departments.

5. (a.) Under seventeen years of age, £1 10s. per week; from seventeen to eighteen years of age, £1 17s. 6d. per week; from eighteen to nineteen years of age, £2 5s. per week, from nineteen to twenty years of age, £2 12s. 6d. per week; from twenty to twenty-one years of age, £3 per week; thereafter at the minimum wage for the particular class of work in which he may from time to time be employed.

Contract Work.

6. If the work in any department is done by contract the contractor shall abide by the conditions of wages as specified in this award.

General Conditions.

7. (a.) The present practice in regard to washing shall continue.

(b.) No worker shall be required to work on double shift except in case of emergency when no other suitable worker is available.

(c.) In the event of a worker working overtime more than one and a half hours without having had notice the previous day, he shall be provided with a meal at the company's expense.

(d.) Wages shall be paid during working-hours.

(e.) If a worker is required to work in any department other than his usual employment, he shall be paid the rate prevailing in such department if such rate is higher than his ordinary pay.

(f.) In the event of a worker being told off to work overtime, and attending for that purpose, he shall be paid a minimum of one hour's overtime, unless he has been notified before the usual time of ceasing work that he will not be required to attend.

Dirty Work.

8. The following shall be regarded as dirty work, and shall, for the time worked thereat, be paid for at the rate of 1s. 6d. per day in excess of ordinary rates—viz., bagging chardust, grinding char, cleaning flues, and bagging soot.

Payment for Sundays and Holidays.

9. (a.) Christmas Day and picnic day shall be allowed as paid holidays without deduction from the weekly rates fixed by this award.

(b.) Except as hereinafter mentioned, holidays not worked shall not be paid for.

Under-rate Workers.

10. (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 Factories 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.

Termination of Engagement.

11. The employment may be terminated by forty-eight hours' notice on either side; but this shall not apply to cases where the worker has been guilty of misconduct or breach of duty, or to persons employed casually—that is to say, for a period of less than one week.

Preference.

12. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer

shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

13. This award shall apply to the parties named herein.

Term of Award.

14. This award shall come into force on the 7th day of January, 1924, and shall continue in force until the 7th day of January, 1926.

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 20th day of December, 1923.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The principal matters in issue were wages and the conditions of watchmen. Wages were revised in 1920, and again in 1921, when the rates were increased by 2s. per week all round. We have decided, as the wages now payable are in accordance with the Court's general scale for workers similarly employed, and have been reconsidered on two recent occasions, that we should not disturb the existing scale. The matter of the conditions of watchmen is on a different footing, for these workers perform other incidental duties, and casual relief watchmen are available. We have accordingly provided that watchmen shall work a fifty-one-hour week of six days. The wages of juniors represent a small increase, which brings them into line with other junior workers employed in somewhat similar industries. In other respects, except for minor alterations, the award is on the lines of the expired award.

[L.S.]

F. V. FRAZER, Judge.